

RULES AND REGULATIONS OF OCEAN BLUFFS ESTATES

These are the Rules and Regulations of OCEAN BLUFFS ESTATES (the "**Park**"). These Rules and Regulations ("**Rules**") have been prepared in accordance with California Civil Code Section 798 *et seq.* commonly known as the Mobilehome Residency Law.

PURSUANT TO CIVIL CODE SECTION 798.25 THESE RULES AND REGULATIONS ARE EFFECTIVE AS OF JUNE 1, 2018, UNLESS SIGNED BY HOMEOWNER(S) ON AN EARLIER DATE, AT WHICH TIME THESE RULES AND REGULATIONS SHALL BECOME EFFECTIVE AS TO SAID HOMEOWNER(S). THESE RULES AND REGULATIONS SHALL REMAIN IN EFFECT UNTIL AMENDED OR OTHERWISE SUPERSEDED.

The following Rules are part of your rental agreement/lease with the Park and are incorporated into your rental agreement. Please read these Rules carefully and keep them on file as they constitute a binding agreement between you and the Park. Violations of these Rules will give the Park cause to evict anyone living in the mobilehome pursuant to section 798.56(d) of the California Civil Code, and/or cause to obtain an injunction against the homeowner/tenant, enjoining the homeowner(s) or their guests from further rule violation, pursuant to section 798.88 of the California Civil Code. A notice of violation of these rules will be sent to any registered owner and legal owner of the mobilehome as required by the Mobilehome Residency Law (Civil Code Section 798 *et seq.*). If any of these Rules are unclear, Park management should be contacted for an explanation.

The Park is private property and is open and available only to lawful Homeowners, Residents, their family members, and personally invited Guests and invitees. The general public is not permitted within the Park.

These Rules may be changed from time to time after the Park has conducted a meeting with the Homeowner(s) under the provisions of the Mobilehome Residency Law upon proper notice.

1. DEFINITIONS. The following terms as used in these Rules shall have the meaning set forth below:

- A. "Guests"** includes all of the Resident's agents, employees, persons sharing the Space pursuant to Civil Code Section 798.34, invitees, permittees, or licensees or other persons in the Park or on the Space at the invitation, request or tolerance of Resident. Guests do not have the right to occupy Resident's Home unless and until approved by the Park pursuant to these Rules.
- B. "Home"** means the dwelling unit located upon a Space which shall be a mobile or manufactured home as defined in California Health and Safety Code Sections 18008 and 18007, respectively.
- C. "Homeowner"** means the persons identified on the rental/lease agreement with the Park for the occupancy of a Space within the Park. At least one person identified as a Homeowner on the rental/lease agreement shall be a registered owner of the Home at all times.

- D. **"Manager"** or **"Management"** means the onsite manager, management team or other personnel and employees of the Park.
- E. **"Park"** means Ocean Bluffs Estates. References herein to PARK, where appropriate, shall mean and include the Park of the **PARK**, and its managers, officers, agents, or employees
- F. **"Park Facilities"** means those portions of the Park which are for the benefit of all of the Residents and their Guests; which Park Facilities may be amended, repaired, replaced, added to or altered from time to time by the Park.
- G. **"Resident"** means the identified Homeowner on the rental agreement/lease, and all other persons who lawfully occupies a Home within the Park. All Residents must be approved by the Park to be considered as lawfully occupying a Home within the Park.
- H. **"Space"** means and refers to the space rented by Homeowner from the Park for the placement of Homeowner's Home. The boundaries of the Space rented to Homeowner shall be the lesser of either (i) the lot lines as determined by a governmentally approved survey or by a recorded plot plan; or (ii) the apparent physical boundaries of the Space as they exist at the time the rental agreement is/was entered into.

2. OCCUPANCY STANDARDS AND AGE LIMITATIONS.

- A. **Housing for Older Persons.** The Park is designated as an "Housing for Older Persons," under the Federal Fair Housing Act, as amended by Public Law 104-76 and Civil Code Section 798.76; meaning the Park is an age restricted Park. All Residents residing within the Park shall comply with the age limitations set forth in these Rules. **All Homes in the Park must have at least one Homeowner signed on the lease and permanently residing in the Home who is at least 55 years of age and no one residing in the Park, either as a Resident or Tenant, may be younger than 40 years of age** (subject to "grandfather" clause below). When the Homeowner transfers ownership or possession of the Home (by sale, gift, inheritance, or otherwise), the new Residents and all persons who regularly reside in the Home must be approved by the Park and comply with the age requirements set forth herein. Homeowner is responsible for verifying the ages of all occupants by completion of an annual questionnaire as provided in Rule 16.

PARK shall attempt to maintain the **PARK** as housing for older persons so long as practicable and feasible in **PARK'S** sole discretion. **PARK**, however, expressly reserves the right to permit persons under the age of 55 as provided in law and to rescind any age regulation, including the "older persons" age regulations, upon lawful notice as permitted by the Mobilehome Residency Law. Therefore, **PARK** reserves the right to change to a **PARK** for persons of "all age"; we do not promise or covenant that the community will always be, remain, or operate as a community for "older persons." Purchasing a manufactured home in this community should not be made in reliance on any belief that the **PARK** will not change or abandon this regulation during the course of the resident's stay in the community. In the event that the community's rules and regulations do change in this respect, it is agreed that management and all other **HOMEOWNERS** acknowledge and agree they will not interfere with the change in the rules, or the corresponding right of any homeowner or resident to consent to the amendment in such policy. Homeowner agrees to indemnify and hold management harmless from any default in the duties of the Homeowner under the Housing for

Older Persons provisions of these Rules.

PARK does not discriminate, regardless of race, color, religion, sex, national origin, marital status, physical impairment, disability or sexual orientation.

Any Resident or additional occupant that is under the age of 45 and resides in the Park, with the Park's approval or consent on or before December 1, 2017, such Resident or additional occupant shall be entitled to remain residing in the Park regardless of the change in the age restrictions for such secondary occupants provided for in this Rule, for so long as such Resident or additional occupant (i) continuously resides in the Park (i.e. does not vacate for a period of more than 30 consecutive days), and (ii) abides by all Park Rules and Regulations. The intent of this provision is to "grandfather" in those persons lawfully residing in the Park as of December 1, 2017 which are under the age of 45, but over the age of 18.

- B. Occupants.** The persons allowed to occupy a space within the Park shall be only those persons listed on the rental agreement. The maximum number of persons allowed to occupy a Home on a Space shall be limited to two persons per bedroom plus one extra person per household. At all times during the rental period or renewal, at least one of the individuals occupying the Home must be the legal or registered owner of the Home.
- C. Rental or Lease Agreement.** The Residents shall not violate any terms or conditions of any rental or lease agreement that exists between the Park and Residents. All terms, conditions and obligations of the rental or lease agreements are hereby incorporated as though set forth in full.
- D. Subleasing.** Except as provided in the rental agreement between Homeowner and Park or as may be provided in California Civil Code §798.23.5, no subleasing or assigning of any Space or tenancy is permitted. Exceptions in instances of medical emergency as provided by law or of extreme and unusual circumstances which may be considered by the Park, but the Park retains complete discretion to accept or reject such requests.

3. COMPLIANCE WITH LAW AND RULES AND REGULATIONS.

- A.** Residents and Guests have the right to use the Space and Park Facilities only if they comply with these Rules and the other provisions of the Park's residency documents.
- B.** Resident agrees, on behalf of itself and its Guests, to abide and conform with all applicable laws and ordinances, all terms and conditions of these Rules, all rules, regulations, terms and provisions contained in any document referred to in Resident's rental agreement, and said rules, regulations, terms and provisions as may, from time to time, be amended, modified or otherwise changed by Park.
- C.** The Park will attempt to promptly, equally and impartially obtain the cooperation and compliance of all Residents with respect to the Rules and other conditions of residency. Resident recognizes, however, that the Park's ability to obtain compliance is dependent upon a number of factors, including the cooperation of all Residents and their Guests. Resident agrees, therefore that the enforcement of the Rules and conditions of tenancy are a private matter between the Park and each Resident individually.
- D.** Resident must recognize that the Park will not be responsible to Resident for normal, day-to-

day disturbances that may result from the close proximity of other Residents and persons within the Park. The Park will not be liable to Resident for monitoring each routine disturbance, disagreement or minor problem that may occur between neighbors. If Resident is unreasonably disturbed or bothered by the activity of another Resident or the guest of another Resident, Resident should attempt to reasonably resolve any such problem.

4. GENERAL CONDUCT WITHIN PARK.

- A. Nuisance, Substantial Annoyance or Dangerous Activity.** Actions by any person of any nature which is dangerous, a nuisance, substantial annoyance or may create a health and safety problem or unreasonably disturb or interfere with others quiet enjoyment are not permitted within the Park. This includes, but is not limited to, any unusual, disturbing or excessive noise, intoxication, quarreling, threatening, fighting, immoral or illegal conduct, profanity, or rude, boisterous, objectionable or abusive language or conduct. The use or display of any weapon, including, but not limited to, a bow and arrow, BB guns, knives, fireworks and guns are expressly forbidden.

Any violation of the Rules and Regulations shall be deemed a public nuisance. Homeowner agrees that a breach of any of the Rules and Regulation cannot reasonably or adequately be compensated in damages in an action of law and, therefore, Park shall be entitled to injunctive relief including, but not limited to, restraining Resident from continuing to breach any such rules or regulations, term, or condition, or to allow a condition violative of a rule or regulation, term or condition to exist or continue to exist.

- B. Noise.** Radios, televisions, stereos, musical instruments, and other devices may not be used within the Park in such a manner as to disturb others. Ham or CB radios or other radio transmitters, which may cause interference to telephone, television, or radio reception are prohibited. Unusually loud noise from cars or motorcycles is also prohibited. Excessive noise under this provision constitutes a substantial annoyance.
- C. Waste.** Waste (any activity that lessens the value of the property) or nuisance (the unreasonable, unwarranted, and/or unlawful use of property) by Residents is prohibited. No person may encroach or trespass upon any area which is not intended for general use by the residents and their guests. There is to be no littering, including cigarette butts and dog droppings on any Community property, including property of other residents.
- D. Public Intoxication / Loitering.** Persons under the influence of alcohol or any other intoxicating substance (whether legal, prescription or otherwise) shall not be permitted in any common area of the Park and will constitute a substantial annoyance. Loitering is prohibited within the Park.
- E. Illegal Conduct.** Residents and their Guests are prohibited from violating, any local, state, or federal law while located anywhere on Park premises, including, but not limited to, the Home or the Space. Illegal conduct will be in violation of these Rules and considered to be a substantial annoyance under the Mobilehome Residency Law.
- F. Treatment of Community Personnel.** The Park is represented by a Manager and other personnel who are vested with all the legal rights and authority necessary to enforce the Rules on behalf of the Community. The Manager, any of its agents and all other employees must be

treated with respect and must not be subject to intimidating behavior, excessive phone calls, excessive interruptions, harassment, abusive language, retaliatory behavior, or violence by Homeowner, Resident or their Guests. A violation of this provision will constitute substantially annoying behavior under the Mobilehome Residency Law. This provision includes Community agents and vendors of Park. The converse is also the case. Management must treat residents and their guests courteously, with respect and dignity, as they would expect to be treated. Homeowners and Resident shall not request assistance from Park Management employees for personal reasons.

G. Complaints and Tenant Disputes. Neither the Park nor any of the Park's employees are legally empowered to act as law enforcement officers and will not act in that capacity. Homeowners, Residents and their Guests should refer to Rule 21 herein for additional information regarding complaints.

H. Care of Community Property. The Park prohibits all conduct which constitutes a nuisance or waste to Park Facilities, conduct that is illegal under local, state, or federal law, and conduct that threatens damage or harm to persons or property. Park further requires the Community's common areas to be properly maintained and treated by Homeowners, Residents and their Guests.

- i. Sewer Disposal.** Homeowner may only place sewer appropriate waste materials in the sewer system. Homeowner shall not put anything other than toilet paper in the sewer system and shall not, under any circumstances, place feminine products, wipes (including so-called flushable wipes), trash, paper towels, kitty litter (including flushable litter), chemicals, cleaning products, medicines, drugs, or other foreign substances in the sewer system. The Park may hold Homeowner responsible for clearing any clogged, broken or damaged sewer lines where the obstruction or damage is located on the Homeowner's side of the main or common line or where the obstruction or damage was caused by Homeowner.
- ii. Trespass.** Residents and Guests are forbidden from entering onto or using for any purpose any portion of any vacant Space within the Park. Residents and Guests are also forbidden from parking or trespassing on vacant Spaces, or parking in another Resident's driveway without that Resident's permission.
- iii. Impermissible Conduct.** Residents and Guests are not permitted to engage in any dangerous, annoying, disturbing, reckless, injurious, or harmful activities in the streets or common areas of the Park that may result in injury or damage to the Park Facilities, any other Space or Home or to other Residents within the Park.
- iv. Toxic Chemicals.** Proper hazardous substance and waste disposal, removal or remediation is required of all Homeowner's at Homeowner's sole cost and expense. Typical hazardous substances include automobile, boat and motorcycle fluids, oils or batteries; household batteries; light bulbs; cleaning fluids and solvents; gasoline, paint and other thinners; oils, brake fluids, and transmission fluids. Homeowners may not keep, store, or dispose of any hazardous substance in any place within the Park, including within or about the Home, Space, garage, storage shed or elsewhere in the Park, any hazardous substances in excess of the quantities required for typical single family household use. Specifically, no flammable, combustible, or explosive materials or chemicals may be stored in the Home or about the

Space. A violation of this provision constitutes a substantial annoyance. If a resident is planning to use airborne toxins that can affect others, such as pesticides, herbicides, and solvents, they must notify immediate neighbors before use so those neighbors can, if desired, protect themselves by closing their windows or leaving the premises for the duration. Also, there is to be no pesticide spraying of trees by Management on a Space without prior notification to the Resident.

- v. **Common Area Landscaping.** Homeowner shall not allow any member of Homeowner's household or a Guest to misuse the common area landscaping, and shall not allow Homeowner, Residents or Guests to use the slopes, banks, or hillsides within the Park.
- I. **Damage to Park Facilities.** If there is a sudden or unforeseeable breakdown or deterioration of the Park Facilities or physical improvements, the Park shall have a reasonable period of time after it learns of the condition to make repairs and bring the property or improvement into good working order.

5. USE OF COMMON AREA FACILITIES.

- A. The Park facilities are provided for the use of the Homeowners, Residents, and Guests and for no one else without the prior permission of the Park. All Guests must be accompanied by a Homeowner or Resident when using the Park facilities. Use of the facilities shall be in accordance with the hours and rules posted in the facilities themselves in addition to the rules contained herein.
- B. Guests using the recreation facilities must be accompanied by an adult Resident at all times.
- C. Should the Park find any Resident or Guest to be under the influence of alcohol or drugs, in that he or she is physically or emotionally impaired, the Park shall have the right to require the Resident or Guest leave the common areas or Park facilities.
- D. Hours of operation of the clubhouse and pool are posted at the facilities and are subject to change by Management. Residents shall observe posted hours or otherwise obtain written approval of Management.
- E. THERE ARE NO LIFEGUARDS AT THE POOL, USE OF THE POOL BY HOMEOWNER AND HOMEOWNERS' GUESTS ARE AT THEIR OWN RISK. Children under the age of fourteen (14) years and all Guests should be accompanied by a Homeowner. The use of the swimming pool by children under fourteen (14) years is restricted to the rules and hours posted at the pool. Homeowner must vacate the pool together with all Guests at the direction of Management if Management determines that posted rules are being violated or if the pool needs to be closed for any purposes. ***Glass containers of any kind shall not be used or around the pool. Any glass bottles, drinking containers or other dishes must be removed immediately.***
- F. The use of the clubhouse by Residents and Guests is restricted to the rules and hours posted at the clubhouse. The use of the recreational facilities and kitchen facilities for private parties requires a request in advance and the posting of a security deposit. Said parties must not conflict with Park planned activities. No resident may rent out any Park facility and collect a fee for same.

1. Persons using the clubhouse must be dressed in normal street attire. They must wear shirts or jackets. No bathing apparel or bare feet are permitted.
 2. The Park common area facilities may not be used for private parties, meetings, or other gatherings without written permission of the Park. At no time may any such function be open to the public at large (except as expressly permitted under the Mobilehome Residency Law). Any Homeowners wishing to obtain this permission must:
 - i. Obtain a request form provided by Park Management, which will include the following information, at least one week in advance. Indicate in writing who will be personally responsible for the conduct of the meeting and for cleanup and for any damage to the Park's equipment, buildings, and facilities, the number of people who will attend; the nature of the gathering (e.g. social, recreational, political, etc.); the event start and end time; and what Park facilities or equipment will be used.
 - ii. If Park management gives written permission for use of the facilities, the gathering may take place.
 - iii. Homeowner will be responsible for the cost of any damage to the facilities.
 - iv. Smoking, vaping or the use of other electronic cigarettes or smoking devices in the clubhouse is strictly prohibited.
 3. The Clubhouse or card room may be used for such purposes, however, Homeowner and the resident association (if any) may not reserve the entire facility at the exclusion of other Residents.
 4. The Clubhouse may not be reserved on federal holidays or the two days before and after the holiday.
- G.** Facilities hours, rules and regulations are posted in each facility. No one may use or attempt to use Park facilities at any time other than those posted at the facility.
- H.** All recreation facilities are used at Residents' and Guests own risk. Homeowner, on behalf of Homeowner, Residents and their Guests, waive any and all claims for damages, injuries or otherwise, resulting from the use of the common areas and/or Park facilities.

6. GUESTS.

- A. General Requirements.** Homeowner is allowed to have guests stay at his/her home; however, said guests must agree to abide by all Park rules and must be accompanied by Homeowner while residing at the Park and using the Park Facilities. Homeowners are responsible to acquaint all of their guests with the conditions of tenancy, including but not limited to the Park's Rules and Regulations. Homeowner is personally responsible for all the actions and conduct of his/her/their Residents, guests, invitees or licensees on the Home, Space and Park Facilities. Homeowner is not allowed to have others reside in his/her home during Homeowner's absence from the Park without the express written permission of the Park which may withhold said permission at its sole discretion.

- B. Guest Fees.** Guests remaining in the Park more than twenty (20) consecutive days or thirty (30) days in a calendar year are required to register with the Park management and apply for permanent guest status as indicated below so that they may be located in the event of emergencies, for delivery of mail, or for any other reason as determined by the Park management. All guests who remain in the Park over twenty (20) consecutive days or thirty (30) days total in a calendar year must meet the applicable age guidelines of the Park.

The Park may charge any Homeowner a fee of \$30.00 per day for any guest who stays beyond a period of twenty (20) consecutive days or a maximum of thirty (30) days in any calendar year to cover administrative costs incurred as a result of the additional person in the Space, unless, in either case the guest is a member of the Homeowner's immediate family as defined in Civil Code §798.35, or is a guest pursuant to Civil Code §798.34 (b), (c), or (d).

- C. Live-in Care Providers.** The Mobilehome Residency Law, (Civil Code § 798.34 (c)), states in part, "A senior homeowner may share his or her Home with any person over eighteen (18) years of age if that person is providing live-in health care or live-in supportive care to the homeowner pursuant to a written treatment plan prepared by homeowner's physician. That person shall have no rights of tenancy in the park and any agreement between the homeowner and the person shall not change the terms and condition of the rental agreement between [the Park] and homeowner." A live-in care provider shall be treated as a guest under these Rules and shall have no rights to use the Park facilities without the Homeowner being present.

- D. Permanent Guests.** Any Homeowner wishing to have a guest stay with the Homeowner more than twenty (20) consecutive days or thirty (30) days in any calendar year, including immediate family members or guests pursuant to Civil Code §798.34 (b),(c), or (d), must register such guests with the Park and upon registration such persons shall be deemed a "Registered Guest" based upon the length of stay and reasons for the request. The Park may accept or reject the registration of a of such guest if the management reasonably determines that, based on the Park rules, the applicant's prior tenancies or conduct while a guest in the Park, he or she will not comply with the Rules and Regulations of the Park.

All Registered Guests must sign a separate agreement with the Park acknowledging their status as guests and not tenants, and agreeing to comply with the Park's rules and regulations and other conditions of the agreement, as a condition of acceptance of their application.

7. VEHICLES.

- A.** Only two (2) passenger vehicles, pickup trucks or vans used for passenger purposes are allowed for each Space unless expressly permitted by Park in writing. All vehicles parked within the Park must be operable and have a current license. Any other vehicles owned by Homeowner must be parked out of Park and no storage of unlicensed or inoperable vehicles is permissible within the Park (including on Homeowner's driveway). Guests must park their vehicles in designated guest parking areas or on the Homeowner's driveway (provided sufficient space).
- B.** All vehicles must travel at a safe rate of speed utilizing standard rules of the road. The Park reserves the right to post speed limit or other traffic signs throughout the Park. Homeowners, Residents and their Guests must abide by all posted speed and traffic signs at all times. Vehicles must be operated in a safe manner. Everyone must obey all posted traffic control signs. No motorized vehicle may be operated within the Park by any person who is not

licensed to drive.

- C. No repair or maintenance work of any kind may be performed on any vehicle, boat, recreational vehicle or trailer (excluding Homes) within the Park, including changing of oil, transmission fluid or antifreeze. Homeowner may check and add fluids, check tire pressure and replace lights only; however, all waste must be properly disposed of and not placed in any Park drains, a Home drain, poured out on the street or gutters or on any plants or landscaping. Failure to follow these rules may result in a fine and reimbursement of costs for professional cleanup. Vehicles may be washed in the driveway or directly in front of a Home using water from the Resident's Unit.
- D. Resident's vehicles are not permitted in the Park if they are not regularly maintained in normal operating condition and are not kept neat and clean in appearance. This includes, but is not limited to, vehicles whose exterior appearance has deteriorated to a point where they are unsightly and detract from the appearance of the Park or vehicles which contain unsightly loads that are visible to other persons. Excessively noisy vehicles are not permitted in the Park and vehicles (including motorcycles) which exceed the legal noise restrictions are not permitted. Vehicles dripping gasoline, oil, or other fluids or substances must be removed from the Park within 48 hours and kept out of the Park until repaired in order to prevent damage to the pavement.
- E. No Homeowner or guest shall operate a non-street legal motor scooter, minibike, or any other two- or three-wheel motorized vehicle in the Park without the prior written consent of Park management (however, this does not prohibit the use of personalized scooters such as a Rascal, used for mobility purposes). Licensed street-legal motorcycles may be ridden to and from Park entrance in an orderly manner provided they are not loud and disturbing. Electric Golf carts are permissible upon providing Park with verification of proper insurance for the use and ownership of the golf cart and demonstrating adequate parking availability wholly within the Homeowner's Space (gas powered golf carts are not permissible).

8. ANIMALS.

- A. **Special permission to keep a household animal in the Park must be obtained from Park Management.** Each Space is permitted a maximum of two (2) household (domestic) animals which includes, dogs, cats, small birds, and other usual household pets approved by Management. No exotic animals or non-household animals (such as chickens or other farm animals) or animals which are illegal, dangerous, poisonous or exotic will be allowed. Homeowner may keep a fish tank without the need for Park approval.
- B. All animals Resident may desire to have reside in the Home with Resident shall be presented to the Park for prior approval. The Park reserves the right to deny a Resident an animal if a proposed animal would pose a threat to the health and safety of the Residents of the Park. Prior to permitting any animal within the Park, an "**Animal Registration**" must be executed, a copy of which is attached hereto and hereby incorporated by reference.
- C. To preserve the safety of the Residents, Guests and other animals within the Park, the Park reserves the right to refuse approval of any dog that behaves in a manner that is aggressive, dangerous, excessively barks, lunges, bites or jumps on people or toward other animal, and under no circumstances will breeds of dogs known to be aggressive be permitted within the

Park, including, without limitation, pit bulls, pit bull mixes, Doberman Pinchers, Rottweilers, or Chows. Any dog that becomes a nuisance, including excessively barking, jumping on others, biting people or dogs, or exhibiting aggressive behavior toward other people or dogs may be required to be removed from the Park permanently.

- D. Violation of these animal rules or the Animal Registration may result in the termination of the Resident's right to keep the animal in the Park. If any of the rules regarding the animal is violated, and such violation is noted by the Park or a valid complaint is made by another Resident, the Resident owner of the animal may receive an official notice in writing stating that the right to keep an animal within the Park is terminated.
- E. If an animal is lost or dies, written permission to acquire a new animal must be obtained from the Park. In the event of offspring, Park must be notified and written permission must be obtained for the offspring to stay in the Park for an interim period. Sheltering, fostering, or breeding of animals is not permitted without the prior written consent and approval of the Park and any sheltering or fostering of animals which results in the number of animals in the home exceeding the permissible amount is not permissible and will not be approved.
- F. Each animal residing in the Park (including service animals, companion pets or household pets) must be licensed and inoculated in accordance with local law. All State and local leash laws will apply within the Park. Fences are required and must be installed by all Residents who own a dog. All animals must not be left in yards unattended. Animals running loose in the Park will be taken to Animal Control. Recurring violations of this rule will lead to the loss of the privilege to maintain an animal within the Park. Animals will not be allowed to cause any disturbance which might annoy neighbors, including but not limited to, barking, growling, biting, excessive noise, or any other unusual noises or damage. Under no condition are house pets to invade the privacy of anyone's Space, flowerbeds, shrubs or other personal property or space.
- G. Other than guide dogs, signal dogs or other service animals as defined by Civil Code Section 54.1, animals will not be allowed in the clubhouse, laundry or any other recreational area at any time.
- H. All droppings must be picked up, placed in appropriate pet waste containers or bags and placed in the trash immediately.
- I. Guests are not permitted to leave visiting animals in their car. Guests are to make certain that they adhere to the Park's animal rules. No exterior animal housing is permitted in the Park. This includes, but is not limited to, any type of confining barricade or structure. The tying of animals outside the Home and leaving them unattended is prohibited. Excrements of animals on Homeowner's space must be picked up daily and disposed of in a sealed bag and placed in a trash container.
- J. All food containers and animal housing shall be kept indoors. There shall be no feeding of stray cats or other animals whatsoever. A Homeowner may keep one bird feeder for outside use provided that it be kept in the rear yard and all droppings are cleaned regularly.
- K. Homeowner is responsible for any damage to Park property or the property of other Homeowners caused by the animal, including waste and any disturbances or annoyances

caused within the Park. If Homeowner's animal becomes violent after execution of the Animal Registration, Homeowner must remove the house pet from the Park immediately.

9. PARKING.

- A. Parking of Homeowner's vehicles is permitted only on Resident's Space and may only be parked on the driveway, and not on the landscaped or other areas of the Space. Street parking is allowed on the side of the street with sidewalks and is prohibited in any area designated as "No Parking" either by posted signs or red painted curbs. Vehicles may not be stored on the streets. A vehicle parked on a street in excess of 24 hours without being moved may be deemed by the Park as an abandoned vehicle or as parked for storage purposes and may be towed. Homeowner shall not park in areas designated as guest parking without express written permission of Park which may withhold such permission as it so deems. Guest vehicles must be parked on Resident's driveway, providing the total number of vehicles do not exceed number allowed, or in guest parking area. No Homeowner nor Guest may park in any area site designated as a fire lane.
- B. The Park may issue parking passes to Homeowners for their registered vehicles. Upon commencement of a parking pass system, Homeowners shall request guest parking passes for use by their Guests and any vehicle not displaying a proper pass may be cited and potentially towed.
- C. Park is not liable for any damages to vehicles, including damages due to collision, malicious mischief, theft, vandalism or any cause whatsoever, related to vehicles parked on the Park premises. Improperly parked vehicles may be towed at owner's expense. Additionally, vehicles may not be stored in the Homeowner's designated parking space. Vehicles parked in the same space for 96 hours will be presumed to be stored, and may be towed, unless other arrangements are made with Park management, in writing, in advance. Homeowner hereby gives the Park the express permission to tow any vehicle which is illegally parked or stored either on the Space or anywhere in the Park. Homeowner specifically waives any injury or damage to the vehicle while it is being towed.
- D. No boats, campers, travel trailers or other recreation vehicle shall be parked anywhere in the Park other than in the designated storage area and then only upon execution of an agreement with Park and at the prevailing rental rate for such parking space. Such recreational vehicles may be parked on the street for purposes of loading and unloading which may not to exceed four (4) hours.
- E. Any vehicles parked in violation of these rules and regulations may be towed away and stored at the expense of the owner.

10. SALE OF HOME.

- A. Homeowners must notify the Park or its management within fifteen (15) days of listing or advertising the Home for sale. Homeowners must comply with the other requirements under the *Mobilehome Residency Law*, including without limitation, the sixty (60) day notice of intent to vacate the Home. For a sale of a Home wherein the Home will remain in the Park, the prior approval of the Park and/or its management must be obtained. Park management reserves the right to perform an inspection of the Home and space so that items requiring repairs or

maintenance may be noted pursuant to Civil Code Section 798.35.5.

- B. A Homeowner may display signs advertising the sale of his/her Home during the period of time that the Home is offered for sale and prior to actual sale. The sign may not exceed 24" x 36" and shall be displayed in a neat and secure manner. Signs may be posted (i) in a window of the Home or (ii) in front of a Home if the sign is an H-frame or A-frame design with the sign face perpendicular to, but not extending to, the street. No handwritten signs are permitted. One sign per Home.
- C. There shall be no "open house" events in relation to the sale or rental of any manufactured home within the Park on weekends or holidays; however, open house events are permitted Monday through Friday from 7:00 am to 5:30 pm (excluding holidays that fall on a weekday). Homeowners are encouraged to explain this requirement with any broker or agent listing the manufactured home for sale or rent. Under no circumstances are the gates to be blocked in an open position or the gate code to be publicized by any Homeowner or its broker, agent or realtor (providing gate codes in the MLS or other similar listing which is limited to broker or agent access only is permitted in the normal course of real estate listings).
- D. Any Home that shows visible obsolescence, is in run down condition, or in disrepair, if sold, shall remain in the Park only upon repair, improvement and modernization of the Home to a condition in compliance with Park standards as set forth in these Rules and Regulations and Title 25 pursuant the Mobilehome Residency Law.
- E. The Management reserves its rights under Civil Code §798.73 to require removal of the Home upon transfer in order to upgrade the quality of the Park.

11. HOME STANDARDS.

- A. **Insurance/Loss.** Homeowner shall maintain adequate liability and fire insurance coverage on Homeowner's home, all personal property contained therein and other accessory structures, and provide written proof to the Park management of such coverage. The Park is not responsible to Homeowner, Resident, or any Guest for any loss due to natural disaster, fire, accident, theft, malicious mischief, or any other loss whatsoever. Homeowner assumes all risk of loss due to any cause whatsoever other than the exceptions named above.
- B. **Exteriors.** Homeowners must ensure the following: Exteriors of the Home must be kept clean and neat. All utility connections must be kept in safe, leakproof, accessible and operative condition at all times. Clothing or other materials not approved as accessories by management may not be hung from the Home, nor outside of the Home. Patio furniture and barbecue equipment on the patio and storage cabinets that are neat and clean and approved in writing by Park management are the only freestanding items permitted outside of the Home.
- C. **Lot Usage.** Towels, rugs, clothing, or laundry of any kind may not be hung outdoors in view on the lot at any time. Use of the laundry lines or other laundry facilities provided by the Park is at your own risk of loss or damage to clothing or other items. Use of the laundry facility is governed by the posted rules and hours. Storage is not allowed under the Home, and all materials or debris gathered or accumulated there must be removed immediately upon request of management.

D. License. Each Home must bear a current license, and the Homeowner is responsible for maintaining compliance with all applicable state and local laws for the Home and accessory buildings.

E. Home Registration. Homeowner shall furnish to Park a copy of the registration of the Home located on Homeowner's space. Homeowner shall furnish Park with a new copy of the registration if any changes occur in the legal or registered ownership. Additionally, the Homeowner shall keep the registration of the Home current at all times. In the event Homeowner fails or refuses to provide a current copy of the registration, the Park will obtain a copy from Department of Housing and Park Development and the Homeowner will be liable to the Park for reimbursement of the expense incurred in obtaining the registration information.

F. Inspections. The Park is not responsible to inspect and approve any work done by Homeowner or for Homeowner by others, including but not limited to installation of the Home, driveway, walkways, fence or any other equipment or improvement of any type. To the extent that the Park may require work be completed, and inspect or approve something, it is for the Park's own purpose only and Homeowner is not entitled to rely on that inspection or approval to ensure that the item has been installed or constructed correctly or that work has otherwise been done as required. Instead, Homeowner is responsible for all required inspections and approvals and Homeowner agrees to indemnify and hold the Park harmless for any work which is improperly done.

G. Signs. Homeowner may not post or display signs on the Space except for the American Flag, political signs or as otherwise required by law. Political signs may be posted up to 90 days prior to the applicable election and must be removed within 15 days after the election.

12. INSTALLATION OF NEW HOMES, ACCESSORY EQUIPMENT, STRUCTURES AND APPLIANCES.

A. Prior Approval. Prior to installing any Home, accessory structure, or other development, Resident must submit, for Park's approval, a written plan with drawings to scale, detailing what Resident proposes to construct. It is the Homeowner's sole responsibility to ensure that the Home satisfies the Park's Rules and any architectural requirements which may be in place from time to time. The Park Management shall provide written approval or denial within five (5) business days of receipt of written plan. Any items installed without the Park's written approval must be removed within seven (7) days of notice from the Park.

B. Completion. The installation of all accessory structures, appliances, equipment or other items must be completed within sixty (60) days after Homeowner signs the Park's rental agreement or first occupies the Home, whichever is earlier.

A. Landscape Completion. Within sixty (60) days of placing a Home on a Space, Homeowner shall, at his/her expense, landscape, and within thirty (30) days, install awning, and improvements for porches, carport, and utility shed to the satisfaction of management and in accordance with these Rules and Regulations.

C. Home Standards and Compliance. Only Homes which are no more than five (5) years old from the date of installation may be installed within the Park. Homes must be at least twenty

(20) feet wide and forty (40) feet long. Notwithstanding the foregoing, the Park may, in its sole discretion, inspect a Home proposed to be moved into the Park that is older than the requirements set forth herein and provided the Home satisfies the other standards set forth herein, the Park may, but is not required to, approve such Home. Only approved Homes may be brought into the Park.

Homeowner is solely responsible for ensuring (i) the Home, its placement on the Space and all accessory structures thereof satisfies all legal requirements, including California Code of Regulations, Title 25; and (ii) obtaining any and all required permits for the removal of an existing Home, transportation of a Home into the Park, set up of a Home, set up of the Home, construction of accessory structures or any other permit or approval required. Each Home must have a shingle roof approved by the Park in advance in writing.

Only accessory equipment and structures which are prefabricated or otherwise manufactured may be installed on Resident's Space. No "homemade" structure is permitted, but accessory equipment and structures which are constructed to contractor standards may be permitted with prior written approval of Park Management.

All new Homes to be placed within the Park shall satisfy the general Home standards outlined herein below and shall comply with all local, state and federal requirements for a Home.

13. HOME STANDARDS, MAINTENANCE AND APPEARANCE. All Homes within the Park shall comply with the standard set forth in this Rule 13.

- A. Compliance with Title 25.** Homeowner is responsible for ensuring all aspects of the Home, including utility connections, drainage, space usage, additions and modifications of the Home or any accessory structures complies with all requirements of California Code of Regulations, Title 25. Homeowner is responsible for obtaining any permits required relating to modifications or additions to the Home including accessory structures. Management will endeavor to provide guidance on when a permit is required; however, Homeowner is solely responsible for knowing when and obtaining the applicable permits from the required governmental agency.
- B. Prior Approval.** All exterior accessory buildings and/or modifications on a Space, including removal and replacement of a Home, installation of sheds or accessory structures, exterior painting, roofing, gutters, fences, landscaping, exterior lighting, or work which would normally require a permit, must receive written approval by Management prior to application for building permits and/or start of work (work which does not require a permit, must still obtain Park approval). Homeowner should always check with Management when planning any change to his/her Home or Home Space before incurring any costs associated with the change.
- C. General Maintenance.** Homeowner shall maintain the Space, home and all structures, improvements, landscaping and other things attached to or placed thereon in good condition and repair and in a neat, clean, attractive, weed-free and well-kept fashion. All concrete, asphalt and other surfaces shall be kept clean and maintained free of oil and all other sticky or oily substances, and maintained in good repair and condition. Homeowner is responsible for any damage caused as a result of digging upon the Space. Each Homeowner is responsible for effective extermination of infestation of insects, rodents, vermin or other pests.
- D. Storage.** Unless specifically permitted by the Park's written statement, nothing may be placed

or stored outside of the home or storage shed(s) except as follows: Patio furniture that is designed for outdoor use, operable bicycles and barbecue equipment, all of which are to be maintained in an attractive and neat condition. Nothing is to be hung outside of the home or shed to dry or air or for any other purpose, nor stored beneath the Home, except hitches, wheels and lights removed from the Home. Homeowner may have up to maintain two (2) storage sheds on Space, as long as both combined do not exceed a maximum of 120 square feet, and the shed(s) must be on the carport side of the Home at the end of the driveway, unless another location is pre-approved by Park management. All storage sheds must be of a manufactured aluminum or Masonite storage shed approved by the Park, painted to match the exterior of the Home, and kept in good condition. Under no circumstances shall the placement of a shed eliminate or reduce the parking driveway space on the Space (Space must be able to accommodate two parked vehicles at all times.

- E. Trash.** All trash must be kept in a proper contained on Homeowner's Space, and Homeowner shall not litter any area of Park nor shall any trash or rubbish be stored outside the Home. Trash includes all grass cuttings, leaves, and other yard debris. Homeowner may not place any furniture, mattresses, or large appliances in the trash bins or trash enclosures. Any toxic waste materials, including used motor oil, must be disposed of OUTSIDE of the Park by Homeowner at Homeowner's sole cost and expense. Management will provide names and locations of designated disposal sites, upon request by Homeowner.
- F. Replacement.** If any portion of the exterior of the home or its accessory equipment or structures or Space area are damaged or worn out, the damage must be repaired or item replaced within thirty (30) days. This includes, but is not limited to, damage to the siding of the home or storage shed, awning supports, down spouts, skirting, steps or porch. Homeowner must obtain Park's consent prior to doing any major repair or painting of the exterior of his/her Home or storage shed.
- G. Utility Connection.** The utility pedestal and hookup area must be accessible at all times. Electrical equipment shall have a working space of not less than 30 in. wide and 30 in. deep in front of and centered on the service equipment; all other equipment shall have clearance of 24 in. on either side of same and shall not be covered in any manner. Homeowner is solely responsible for ensuring the Home's electrical load and usage does not exceed that allowed to the Space. Homeowner shall not tamper, inspect, modify, replace, alter or open the utility pedestal for any reason. If the Park's gas or water shut-off valves for the main lines are located on Homeowner's Space, it must be kept uncovered and accessible at all times. Homeowner will bear the cost of any repairs to any utility damaged by Homeowner.
- H. Carport.** Home is required to have a carport awning that extends from the street edge of the home back towards the opposite end of lot, a distance of 40 feet or more and must be a minimum of 12 feet wide provided space allows the same. Patio awning must extend from the front edge of the home back a distance of 30 feet and be a minimum of 8 feet wide if space allows the same. If room does not permit a patio awning then the door on that side of the home must be covered with an eyebrow awning. All awnings must be of aluminum material in good condition.
- I. Breakdown or Deterioration of Physical Improvements.** With respect to a sudden or unforeseeable breakdown or deterioration of physical improvements, the management shall have a reasonable period of time to repair the sudden or unforeseeable breakdown or

deterioration and bring the improvements into good working order and condition after management knows or should have known of the breakdown or deterioration. A reasonable period of time to repair a sudden or unforeseeable breakdown or deterioration shall be as soon as possible in situations affecting a health or safety condition, and shall not exceed 30 days in any other case except where exigent circumstances justify a delay.

- J. Awnings and Skirtings.** All awnings must have down drain gutters that extend to the drainage area of the Park (i.e. the streets). Awnings must have unitizing across the street side of the home to the outside edge of the awnings. A manufactured aluminum or masonite type skirting to match siding of home is required completely around the home. No wood, wire or other material is allowed. Brick skirting may be allowed; however, it must first have the Park's approval.
- K. Steps/Porches.** Each Home, where possible, will be required to have two (2) (front and rear) up and over steps, with landings, covered with indoor/outdoor carpet and approved railings around any porches, platforms, or stairs more than 30" high. Porches must be covered with the same material to match skirting.
- L. Electrical Appliances.** Due to the potential for overloading of the Park's electrical system, the installation or replacement of any electric heat pumps, air conditioners, or other major appliances must be approved by the Park prior to installation. The Park may require removal of any appliances, including air conditioning units) that, in the Park's reasonable discretion, adversely affect the Park's utility system.
- M. Air Conditioners.** No electrical, refrigerated, central, window or natural gas air conditioners are allowed to be connected or installed without the Park's prior approval in its absolute discretion. If an air conditioning unit is permitted, the unit must be placed on a side of the Home or an area near the rear of the Space away from the street and in such a manner as to not disturb or annoy neighboring Spaces.
- N. Accessory Equipment.** Prior to commencing installation of/or changing the exterior accessory equipment and structures or installation of, or change in any appliance which is to be connected to the gas, electrical or water supply, Homeowner shall submit for the Park's approval a written plan describing, in detail, the accessory equipment or structure or appliance which Homeowner proposes to install or change. Any accessory equipment, structure or appliance installed or changed which does not conform with the Park's standards shall be removed by Homeowner within thirty (30) days of receipt of written notice from Park.
- O. Permits.** Building permits, licenses and other similar permission from governmental or quasi-governmental bodies or agencies are required and must be obtained before construction or installation of certain accessory equipment, structures and appliances and all such appliances, equipment and structures must comply with all federal, state, and local laws and ordinances. Only licensed contractors may do spray painting in the Park or install items which are required to be connected to the electrical, gas or water supplies. Homeowner shall not change, connect to or modify any Park-owned utility located on site or anywhere else in Park.
- P. Contractors performing work.** Each contractor performing work in the Park on or within a Home or on the Space, must be registered with the management, and must be properly licensed and adequately insured, that such contractor is obtaining any permits necessary from applicable

governmental agencies and is familiar with the standards set forth in these Rules and Regulations. It is the Homeowner's responsibility to see that anyone performing work at his/her Home or Space has proper authorization from management prior to soliciting a bid or commencing work. The Park assumes no liability, express or implied, for the quality of work performed by contractors hired by the Homeowner or for any damages sustained.

Q. Exterior lighting. Any exterior lighting must be of a type and placed so as not to be objectionable to neighbors or as would constitute a traffic hazard. Outside lighting is recommended by Management, within these guidelines.

R. Utility easements. Easements for the installation and maintenance of utilities and drainage facilities have been reserved throughout the Park. Within these easements no structure, planting or other material will be permitted that may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow for drainage channels in the easements

S. Drainage. No one may alter existing drainage grading of the Space without the Park's consent. Homeowner shall maintain drainage such that (i) the drainage shall go off the Space to the streets, (ii) the drainage is adequate and directed to prevent overflow into adjoining Park spaces or improper drainage channels, and/or (iii) the collection of standing water under Homeowner's Home and/or adjoining neighbors' Homes. Any water running under a Home must drain completely when the source is turned off, and in the course of drainage, the water must not cause erosion to the manufactured home supports. In the event Homeowner becomes aware of water draining under their Home from either common area landscaping or an adjacent Home, Homeowner must promptly notify Park or the adjacent Homeowner to allow the responsible party to timely take corrective measures.

Homeowners shall not place any materials, whether of a temporary or permanent nature, within the streets or curb gutters, including without limitations, wood, blocks, cement, or pipes. In the event the curb gutter is too steep and Homeowner desires to place some form of ramp within the curb gutters, Homeowner may seek approval from the Park for the placement of a ramp, in accordance with Park's building specifications. Park approval will be subject to ensuring the proposal satisfies the Park's building specifications and Homeowner enters into an indemnification agreement relating to such ramp.

T. Placement of Satellite Dishes. This rule applies to the placement on a manufactured home or leased Space of a dish designed to receive broadcast satellite service or other video programming services (referred to as a "satellite dish"). Regulations of the Federal Communications Commission (the "FCC") do not allow management to prohibit installation of satellite dishes of one meter diameter (39 inches) or smaller on homes, but they do allow reasonable restrictions affecting placement, appearance or installation. A satellite dish installed by a resident of the Park must be affixed to the resident's home or improvements or the ground within the resident's Space in a location not visible from the street. If placement in such a location impairs the quality of reception, a partially visible satellite dish colored to blend with its surroundings may be placed on the home or Space in the most unobtrusive location possible, attractively shielded from view to the extent feasible. In all instances, the satellite dish must be securely affixed and placed in a manner that will not constitute a hazard. Satellite dishes larger than one meter in diameter are prohibited. Plans for installation must first be approved in

writing by Park management.

U. Placement of Television Antennas. This rule applies to the placement on a manufactured home or leased Space of an antenna designed to receive over the air broadcast signals from local VHF and UHF television stations. Regulations of the Federal Communications Commission (the "FCC") do not allow management to prohibit installation of such antennas on homes, but they do allow reasonable restrictions affecting placement, appearance or installation. In order to maintain an attractive Park, residents are strongly urged to rely on indoor antennas, cable or master antenna distribution rather than install visible outdoor antennas. Efforts have been initiated to urge change or reinterpretation of FCC regulations so that outdoor antennas may be prohibited. Residents are advised before spending money on an antenna that such an antenna may later be prohibited. If a resident nevertheless decides to install an outdoor antenna, it must be affixed to the resident's home or improvements or the ground within the resident's Space in a location not visible from the street. The antenna must be no higher than 12 feet above the roof line or larger than needed to receive a signal of reasonable quality. If such placement impairs the quality of reception, a partially visible antenna may be placed on the home or Space in the most unobtrusive location possible, attractively shielded from view to the extent feasible. In all instances, the antenna should be securely affixed and placed in a manner that will not constitute a hazard. Plans for installation must first be approved in writing by Park management.

V. Driveway Maintenance. Homeowner is responsible for the day to day maintenance of the driveway, including, without limitation, the removal of any and all oil, rust stains, or other substances on the driveway. The Park shall only be responsible for the maintenance, repair, replacement, paving, sealing, and the expenses related to the maintenance of driveways installed by the Park. Homeowners shall be responsible for the maintenance, repair, replacement, paving, sealing, and the expenses related to the maintenance of driveways installed by Homeowner (or a prior homeowner of the Space). Homeowner may be charged for the cost of any damage to the driveway cause by acts or negligence of Homeowner, Resident or their Guests or a breach of the Homeowner's responsibilities under these Rules so long as those Rules are not inconsistent with the provisions under *California Mobilehome Residency Law*.

W. Breakdown or Deterioration of Physical Improvements. With respect to a sudden or unforeseeable breakdown or deterioration of physical improvements, the management shall have a reasonable period of time to repair the sudden or unforeseeable breakdown or deterioration and bring the improvements into good working order and condition after management knows or should have known of the breakdown or deterioration. A reasonable period of time to repair a sudden or unforeseeable breakdown or deterioration shall be as soon as possible in situations affecting a health or safety condition, and shall not exceed 30 days in any other case except where exigent circumstances justify a delay.

14. LANDSCAPE STANDARDS AND MAINTENANCE. Each Homeowner shall landscape his/her lot in a clean, attractive and well-kept fashion. No landscape plans shall be undertaken without Park Management's prior written approval. Landscape of Spaces or changes to existing landscape shall be completed within sixty (60) days of the date the rental agreement is signed or issued or the date work is first commenced. Prior to commencing any landscaping work, including changes to existing landscape, changes, additions, or deletions to fences, carports, awnings, cabanas, or any structures of any kind, Homeowner shall submit a detailed landscape plan to Park for approval.

Because of the infinite variety of living and non-living objects which may be used in landscaping, it is impossible to describe all things which the Park will or will not accept as landscaping. Consequently, the following general landscape standards are provided only to assist Homeowner in this preliminary planning. To avoid damage to underground utilities, Homeowner must obtain the written consent of the Park prior to digging or driving stakes or rods into the ground.

- A. Landscape Standards.** The Park's general landscape standards are: (1) The Park encourages Homeowners to be as original and elaborate as they wish as far as lawn, flowers and shrubs are concerned; (2) If rock or artificial turf is incorporated in the landscape plan, no more than two-thirds of the Space shall be covered with rock or artificial turf. The remaining portion shall be planted with greenery (shrubs, lawn, flowers, etc.). Weed blocking barrier must be placed under the rock to prevent weeds from growing up through the rocks. Artificial turf must be properly maintained and cleaned in accordance with manufacturer's recommendations; (3) The Park must approve the type of trees planted; (4) No statues, fountains, or birdbaths which are large and/or obtrusive are allowed without express written permission of the Park which may withhold said permission at its sole discretion.
- B. Removal of Landscaping.** When vacating lot, you may with the Park's prior consent and at your own expense, remove all such landscaping planted by you, provided you repair all damage to property caused by removal and leave the lot in similar condition and grade prior to landscaping. If landscaping is not removed, all plantings and/or other improvements put into or attached to the ground become part of the space and will be the property of the next resident of the space and may not be removed without Park permission.
- C. Fences.** Wrought iron fences only are permissible along the front boundary of the Space. Fencing between Spaces or along the rear Space boundary may be of other, nonflammable materials, upon prior Park approval. Proposed fencing between Spaces must be approved by all affected Homeowners prior to submittal to the Park for approval. Fences shall be routinely maintained and kept clean, rust free and in good condition and routinely painted to maintain color and condition.
- D. Landscape and Tree Maintenance.** All landscape shall be maintained by the Homeowner in a neat, orderly, clean and weed-free condition, including keeping any trees on the Homeowner's Space neatly trimmed. Trees, including those located on Homeowner's Space, may not be removed by Homeowner without the Park's written consent unless the removal is requested by the Park. No tree or shrubbery is allowed which does or may develop a root structure which causes cracking, buckling, or otherwise interferes with streets, driveways or other Park facilities. No homeowner may plant a tree within the Park without first obtaining written permission from the park management.
- The Park shall be solely responsible for the trimming, pruning, or removal of a tree located on a Space within the Park upon the written request by a homeowner or a determination by the Park that the tree poses a specific hazard or health and safety concern. IN the event a tree is determined to pose a health and safety concern by the Park, regardless of a notice by a homeowner, the Park shall have the absolute right to trim, prune or remove a tree located on a Space and/or planted by a Homeowner.
- E. Charge for Failure to Maintain.** In the event of failure to properly trim trees, maintain the landscape or maintain the lot in a neat and orderly fashion, upon fourteen (14) days written

notice, Park management may enter upon Homeowner's site and proceed to have such trees trimmed or removed and/or lot maintained and charge Homeowner the amount so incurred as additional rent payable with the next month's rent.

- 15. ENTRY UPON RESIDENT'S SPACE.** Park Management shall have a right of entry upon the Space for maintenance of utilities, for maintenance of the Space where the Resident fails to maintain the Space in accordance with the Rules and Regulations, and for the protection of the Park at any reasonable time, but Park Management may not do so in a manner or at a time which would interfere with the occupant's quiet enjoyment. Park Management may enter a Home without the prior written consent of Resident in the case of an emergency or when Resident has abandoned the Home.
- 16. OCCUPANCY QUESTIONNAIRE.** Resident shall complete, sign and provide to the Park, on five (5) days written notice, an Occupancy Questionnaire. Such Questionnaire shall contain the following: names and ages of all occupants residing within the Home; nature of the occupancy for each person so names; the legal and registered owner of the Home; names and addresses of all lienholders for the Home; a copy of the registration card or certificate of title issued by the applicable governmental agency for the Home occupying the Space showing the Homeowner identified on the rental agreement as the owner of the Home; and proof of age of all occupants and within the Home.
- 17. HOLD HARMLESS.** Homeowner agrees that all personal property including the Home placed on the site shall be at Homeowner's risk and Park shall incur no liability for loss or injury with respect thereto or with respect to any property or persons due to causes including but not limited to, fire, explosion, flood, smoke, water escape, changes in level of underground water table, windstorm, hail, lightning, freeze, aircraft, vehicles (other than those operated by and for the Park), earthquake, mudslide, and insect or rodent damage of any nature whatsoever. Homeowner further agrees to hold Park harmless from any liability arising from injury to person or property caused by any act or omission of the Resident, his family, licensees or invitees.
- 18. FEES.** All fees chargeable to the Homeowner pursuant to the Lease and the Rules and Regulations, including, but not limited to, late fees, returned check fees, guest fees, maintenance or storage fees shall be deemed "additional rent."
- 19. COMMERCIAL ENTERPRISE OR SOLICITATION.** No Homeowner may engage in any type of commercial business that involves entry of others to the Park or use of the Park water, sewer, or mail service. No garage, patio, or rummage sales are permitted on the Space, and no signs advertising such sales elsewhere are allowed. No commercial solicitation is permitted in the Park. Other solicitation may be permitted only with prior approval by management. Only In-Park Services are permitted.
- 20. PARK PERSONNEL.** Residents shall not request assistance from Park employees for personal reasons during their working hours, except in emergency situations. Any Resident hiring any Park employee hereby understands that that employee is not covered by insurance by the Park for private jobs that they might do for Residents during their off-hours time.
- 21. HOMEOWNER COMPLAINTS.** Homeowner complaints regarding Park Facilities and management must include details such as the nature of the problem, the date, time and place it occurred or was observed. The complaint must be typed written or otherwise written to be legible,

and any such complaints must be signed and dated by the submitting Homeowner.

Homeowners should be aware that it is the responsibility of the residents of the Park to settle among themselves such issues as would normally occur in any neighborhood. Management will not interfere in or attempt to settle disputes of this nature. City or county authorities should be notified by Homeowner when appropriate. Documentation of Homeowner complaints regarding the conduct or activities of other tenants must include details such as the nature of the complained-of activity, the date, time, and place it occurred or was observed and the names, if known, of the persons involved. The complaint must be typewritten or otherwise written to be legible, and any such complaints must be signed and dated by the submitting Homeowner. These complaints will be retained in the Park files.

Should the situation escalate into a Park-related rather than a neighbor-related issue, Homeowner agrees that any submitted complaint may, if necessary, be used in court and the complaining party may also be required to appear in court to testify. All complaints should be mailed to the Park office or delivered to the Park's management in the Park office.

22. REVISIONS OF RULES AND SEVERABILITY.

- A.** Park Management reserves the right to add to, delete, amend, and revise these Rules and Regulations from time to time, as well as additional rules and regulations and hours posted in and about the recreational facilities, as provided in Section 798.25 of the California Civil Code.
- B.** If any provision of these Rules and Regulations or any document referred to in these Rules and Regulations shall, to any extent, be held invalid or unenforceable, the remainder of these Rules and Regulations shall not be affected thereby, and each provision of these Rules and Regulations or the other document shall be valid and be enforced to the fullest extent permitted by law.

23. COMPLIANCE WITH LAWS. Homeowner shall not violate any local, state, or federal law while located anywhere on the Park premises, including, but not limited to, Homeowner's Home. Homeowner shall not permit any guests to violate any local, state or federal law while on Park premises. Homeowner acknowledges that a violation of this provision will be grounds for his or her eviction from the Park.

HOMEOWNER(S) ACKNOWLEDGES HAVING READ AND RECEIVED A COPY OF THESE RULES AND REGULATIONS AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS CONTAINED HEREIN AND AS HEREAFTER AMENDED IN ACCORDANCE WITH SECTION 798.25 OF THE CALIFORNIA CIVIL CODE.

Homeowner Signature

Date: _____

Homeowner Signature

Space: _____

EXHIBIT A
OCEAN BLUFFS ESTATES-
ANIMAL REGISTRATION AND AGREEMENT

☐ Completed by Manager
☐ Completed by Owner

Any resident desiring to keep an animal on their Space must first seek and obtain written permission from the Owner's management and execute this "Animal Agreement and Rules", prior to acquiring such animal.

☐ **No Animals:** No animals of any kind shall be permitted within the Park or the Space without consent of Management. If Management discovers an animal on the Space, whether or not owned by Resident, Management shall assume animal has been there from the date of possession and Resident agrees to pay additional deposit of \$200.00. In addition to this deposit, undisclosed animals may result in default in the Lease Agreement and a breach of the Park's Rules and Regulations at the sole discretion of Management. By my/our initials here, I/we acknowledge that we do not have any animals and are not seeking approval to keep an animal within the Home at this time. *Initials*

☐ **Yes Animals:** Resident seeks permission to keep the following animal(s) in the Space (all animals, including service or assistance animals, must be listed).

Name: _____

Name: _____

Type: _____

Type: _____

Weight: _____

Weight: _____

Age: _____

Age: _____

Breed: _____

Breed: _____

Color: _____

Color: _____

Spayed/Neutered? ☐ Yes ☐ No

Spayed/Neutered? ☐ Yes ☐ No

Date of Last Rabies Shot: _____

Date of Last Rabies Shot: _____

If applicable (initial): _____ Resident asserts that the above identified animal (name: _____) is a Service Animal as such term is used in the Americans with Disabilities Act and is specifically trained to work or perform a task for a disabled person residing within the Home.

If applicable (initial): _____ Resident asserts that the above identified animal (name: _____) is a companion animal or assistance animal, as such may be defined under the Fair Housing Act or applicable state law.

No other animal (including any offspring's) shall be permitted by Resident(s) in the Space at any time. Owner must be notified of the addition of any Animal and a new Animal must abide by the most recent Animal agreement. No more than (1) animals are allowed in each unit.

Animal Rules: Resident(s) agree to abide to the following rules and any such rules set forth in the Rules and Regulations including, without limitation:

- A. Nuisance:** The animal shall not cause any damage to the Space, Park, or to the grounds or premises of the Owner. The animal shall not cause any nuisance or threat to any other Resident, tenant, occupant, guest or employee of Owner. A nuisance or threat includes, but is not limited to, noise, smell, animal waste, and aggressive or vicious behavior.
- B. Sanitary Problems:** Resident(s) shall immediately remove and properly dispose of all Animal waste on the grounds. Repeated failure to not properly dispose of Animal waste shall be deemed a violation of the Lease.

- C. Compliance with Laws: Resident(s) agree to comply with all applicable governmental laws and regulations, including municipal licensing and vaccination requirements.
- D. Specify Type of Animals: The following rules apply to specific types of Animals: (maximum of 1 Animal of any type allowed)
- 1) Dogs: The following breeds of dogs are considered to be of vicious or aggressive disposition, and are not allowed: Rottweiler, Pit Bulls, Doberman Pinschers, German Shepherds, or dogs of mixed-breed with identifiable characteristics specific to a prohibited breed. Dogs must be kept on a leash at all times that they are outside the dwelling unit. Dogs must be less than 30 lbs.
 - 2) Cats: Your cat must be kept in the Home at all times, except when you are transporting the cat. Under no circumstances are cats allowed in common indoor or outdoor areas. You may NOT dispose of litter in the toilet even if the litter is marked "flushable". Cat litter can clog pipes and cause flooding. No more than (1) cats are allowed in each unit.

Resident acknowledges having read and received a copy of this Agreement and agrees to be bound thereby. Resident further acknowledges, understands and agrees that any violation of the provisions of this Agreement is just and material cause for Management's revocation of its consent to keep the within-described Animal and may be proper grounds for termination of Resident's tenancy or occupancy in the Park.

Dated: _____

Resident: _____

Dated: _____

Resident: _____

☐ Approval by Owner/Management _____ Date: _____

SAMPLE